

**Sears Holdings
Corporation
Group Contract
G-50555-IL**



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street
Newark, New Jersey 07102

Group Insurance Contract

Contract Holder: SEARS HOLDINGS CORPORATION

Group Contract No.: G-50555-IL

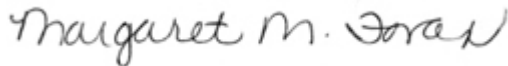
Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chief Executive Officer

Group Term Life and Accident Coverages

Group Contract Schedule

Contract Date: August 1, 2010

Contract Anniversaries: January 1 of each year, beginning in 2012.

Premium Due Dates: The Contract Date, and the first day of the month beginning with September, 2010.

Governing Jurisdiction: State of Illinois

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Minimum Participation Number: 25

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 5010, GCS 1027, SPR 1001, GR 5099, MOD 1001, SCH 1001, APP 1001.

Attest: 

Schedule of Premium Rates

G-50555-IL

Classes of Employees to which this Schedule applies:

All Classes

Applicable Coverage

Monthly Rate Per Employee

All Coverages

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

The premium may be adjusted during the term of the Group Contract to reflect changes to the commissions or fees paid to an insurance producer for the Group Contract, if any. Prudential will tell the Contract Holder when a change in premium rates is made as a result of a change to the commission or fees paid to an insurance producer.

PERFORMANCE LEVELS

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each quarter and no later than 45 days after the quarter ends and any applicable credit will be made on a date determined by Prudential.

Any amounts so credited shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction or, at the option of the Contract Holder shall be held by Prudential in an advance premium account and used to adjust premium for future billing periods.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any funds accumulated in an advance premium account but unused as of the termination of the Group Contract, or any credited amounts otherwise due and unpaid, shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 90 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
 - (a) A change occurs in the plan design.
 - (b) A division, subsidiary or associated entity is added or deleted.
 - (c) The number of insured persons changes by 15% or more for the first three contract years and 25% or more for the 4th and 5th contract year.
 - (d) A new law or a change in any existing law is enacted which applies to this plan.
 - (e) A change occurs in the Covered Classes.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life and Accident Coverages, within 65 months of the Contract Date.

Prudential will tell the Contract Holder when a change in the premium rates is made as follows:

1. Within 180 days of the date the change in premium rates are made if the change is made as a result of:
 - (a) A division, subsidiary or associated entity is added or deleted.
 - (b) The number of insured persons changes by 15% or more for the first three contract years and 25% or more for the 4th and 5th contract year.
2. Within 60 days of the date the change in premium rates are made if the change is made as a result of:
 - (a) A change occurs in the plan design.
 - (b) A new law or a change in any existing law is enacted which applies to this plan.
 - (c) A change occurs in the Covered Classes.

D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 180 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 75% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 180 days in advance.

E. AGE ADJUSTMENT.

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

F. EMPLOYEE'S CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

G. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

I. MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

J. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

K. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

Modification of the Group Contract

The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment or retirement, there is no time limit.

For absence due to disability, the time limit is 12 months.

For absence due to leave of absence, there is no time limit.

For Basic Employee Term Life Coverage:

For absence due to retirement, it is the date of retirement.

For absence due to FMLA, the time limit is 12 weeks.

For absence due to Military leave, the time limit is 12 months.

For absence due to Workers Compensation, the time limit is 12 months.

For absence due to Educational Leave for Kmart Pharmacists, the time limit is 30 days.

For Optional Employee Term Life Coverage and Optional Accidental Death and Dismemberment Coverage:

For absence due to retirement, the time limit is 14 days following the date of retirement.

For absence due to temporary layoff the time limit is 12 months following the contract month in which the absence from full-time work starts.

For absence due to FMLA or Personal Leave, the time limit is 12 weeks.

For absence due to Military leave, the time limit is 60 months.

For absence due to Workers Compensation, the time limit is 12 months.

For absence due to Educational Leave for Kmart Pharmacists, the time limit is 8 months.

For Optional Dependents Term Life Coverage:

For absence due to retirement, the time limit is 14 days following the date of retirement.

For absence due to temporary layoff the time limit is 2 months following the contract month in which the absence from full-time work starts.

For approved leave of absence, the time limit is 2 months.

EXCEPTIONS:

Optional Employee Term Life Coverage

Retirement is not an eligible type of absence.

Optional Dependents Term Life Coverage

Retirement is not an eligible type of absence.

Accidental Death and Dismemberment Coverage

Retirement is not an eligible type of absence.

Schedule of Plans

Effective Date: August 1, 2010

Group Contract No.: G-50555-IL

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of August 1, 2010; and
 - (b) Bearing the code "50555, BGL-OGL-DGL-OADD, All Employees, Ed. 06-2010, 1".
 - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of August 1, 2010; and
 - (b) Bearing the code "50555, BGL, Retired and Disabled Employees, Ed. 06-2010, 2".
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U#50555-080110
50555-080610
50555-080910
50555-081410
50555-215021
50555-101110
50555-110510
50555-120810

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. G-50555-IL

Applicant: SEARS HOLDINGS CORPORATION

Address: 3333 Beverly Road
Hoffman Estates, Illinois 60197

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

SEARS HOLDINGS CORPORATION

(Full or Corporate Name of Applicant)

Dated at _____

By _____
(Signature and Title)

On _____, 20____

Witness _____
(To be signed by Resident
Agent where required by law)

